

*including Judicial Arbitration, Mediation, Neutral Evaluation, and Private Arbitration*

## 5. ADR TRAINING and EXPERIENCE

Course Title	Sponsoring Organization	Hours of Credit	Dates
Mediations	Dominican College	20	March 2002

- A. Number of years experience as: mediator 18 ; arbitrator 18 ; neutral evaluator 18 ;
- B. List all other court-connected ADR panels of which you are a member, specifying the processes for which you have qualified: Alameda County Superior Court SETL Program; ACBA ADR Placement Service (mediations); Contra Costa County Superior Court EASE mediator.
- C. State the name(s) of any organization(s) through which you have provided ADR services during the past five years, giving the dates and the services you provided: Resolute Systems, Inc. (approved mediator, 2003)
- D. Describe the subject matter of five disputes in which you served as the ADR provider in the past 5 years, including the dates of service, the process and if you were sole or co-provider.
1. Personal injury dispute; March, 2003; mediation; sole provider;
  2. Dissolution of small corporation; March 2003; arbitration; sole provider ;
  3. Personal injury dispute; March 2003; mediator; sole provider ;
  4. Medical malpractice dispute; March 2003; arbitrator; sole provider ;
  5. Personal injury dispute; February 2003; mediator; sole provider ;
- E. Is your ADR style best described as        facilitative or X evaluative/directive?
- F. Describe any ADR related publications or training you have done: mediation training Dominican College, 2002
- G. Set forth your hourly fee or fee schedule, including any sliding scale or pro bono provisions. *Attach a copy of your fee agreement. (Please note: Judicial arbitrators waive compensation for the first three (3) hours of hearing time in Alameda County and all ADR panelists are requested to accept at least three (3) Judicial arbitration cases per year).*
- Fee Agreement attached; Pro Bono services provided through ACBA ADR Placement Service; and Contra Costa County EASE Program

## 6. AVAILABILITY/SPECIAL REQUIREMENTS

- A. List any languages, other than English, in which you are able to conduct ADR proceedings: None
- B. Please state any special bi-cultural/multi-cultural capabilities or familiarity you possess: None
- C. You are available to conduct ADR conferences: X in your office; X at counsel's office;        other (please describe:       )
- D. You are available to conduct ADR proceedings: X during regular office hours;        evenings by appointment; X weekends by prior arrangement;
- E. Please describe any requirements you have for ADR participants such as submission of copies of pleadings, briefs, declarations in lieu of testimony, etc.: short brief requested five days before hearing.

## 7. SUBJECT MATTER DESIGNATION

Please check each area below in which you are qualified by training/experience to provide ADR services, indicating the percentage it represents of your law practice, if any, and the ADR process(es) which you are prepared to offer in that area:

Case Type Accepted	% of Practice	Judicial Arb.	Mediation	Neutral Eval.	Private Arb.
Bankruptcy					
Business/Corp.			X	X	X
Civil Rights			X	X	X
Collections					
Construction			X	X	X
Contracts			X	X	X
Elder law/abuse			X	X	X
Employment					
-Discrimination	10		X	X	X
-Harassment	10		X	X	X
-Termination			X	X	X
Environmental					
Fraud			X	X	X
False Imprison.					
Family Law					
HO Ass'n					
Insurance Cov.			X	X	X
Intellect. Property	20		X	X	X
Landlord-Tenant					
Legal Malpractice			X	X	X
Maritime					
Med Malpractice			X	X	X
Partnership			X		
P.I. – Auto	20		X	X	X
P.I. – Other	20		X	X	X
Premises Liability	10		X	X	X
Probate/Trust					
Product Liab.			X	X	X
Real Property					
Securities			X	X	X
Tax					
Toxic Torts					
Wrongful Death	10		X	X	X
Other:					

## **MEDIATION AGREEMENT**

This Mediation Agreement (“Agreement”) is made between the undersigned parties (the “Party” or “Parties”) and Ralph L. Jacobson, Mediator (the “Mediator”).

1. **AGREEMENT TO MEDIATE**. This Agreement arises from the Parties’ desire to attempt to settle existing controversies between them, by using mediation.

2. **MEDIATOR’S ROLE/RELEASE**. The Mediator will act as a neutral third party. The Mediator will not act as an attorney or advocate for any Party. All parties are advised to obtain independent review by their own counsel of any settlement agreement which results from the mediation. The Parties agree that the Mediator will have no liability for any act or omission in connection with his services as a mediator, regardless of the outcome of the mediation.

3. **CONFIDENTIALITY**. All statements made in connection with, or during, the mediation are confidential, privileged settlement discussions. All such statements are made without prejudice to any Party’s legal position, and shall be inadmissible for any purpose in any legal proceeding. Any information disclosed by or on behalf of a Party to the Mediator shall be confidential, and shall not constitute a waiver of any privilege. To the extent applicable, the provisions of California Evidence Code sections 1115-1128 and/or the Federal Rules of Evidence shall fully apply to this mediation. Any files or notes created or maintained by the mediator are solely for the mediator’s use and may be destroyed following the termination of the mediation, but are in any event not subject to discovery or production.

4. **FEES**. The Mediator’s fee will be \$240 per hour for all time related to this mediation, including but not limited to document review, research, preparation and telephone calls, plus reimbursement for actual out-of-pocket expenses, if any. All fees will be divided

equally among all parties, unless otherwise agreed. A deposit equal to each Party's share of four hours of the Mediator's time (\$480, where there are two Parties) is payable five days prior to the mediation. If the actual mediation session (together with any reading, research, consultation and preparation time) is less than the deposit, the balance will be refunded. If the total due the Mediator exceeds the deposit, the balance shall be due and payable by each party at the conclusion of the mediation session.

DATED:

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MEDIATOR:

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**RALPH L. JACOBSON**

ADR Services

P.O. Box 71232

Point Richmond, California 94807

Phone (510) 232-4225 or (925) 253-5800 Fax (510) 232-4390

E-mail: [rljesq@ix.netcom.com](mailto:rljesq@ix.netcom.com)

**ADR FEE SCHEDULE**

(Effective June, 2002)

- Hourly Fee: \$240 per hour
- No Postponement or Cancellation Fees

Hourly Fee includes pre-hearing conference; hearing time; review of briefings, documents and other preparation; party contacts subsequent to hearing; preparation of written reports or awards; and other case-related tasks.

A refundable deposit is payable five (5) days before hearing, equal to each parties' share of four hours of services.